



IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

APR 27 2015

Case No. CJ-2015-
The Honorable

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

1. LINDA SEWELL, an individual, and
2. RICHARD SEWELL, an individual,
Plaintiffs,

v.

1. CSAA GENERAL INSURANCE
COMPANY, a/k/a and/or d/b/a AAA
INSURANCE COMPANY, a/k/a and/or
d/b/a AAA, a Foreign for Profit
Corporation; and

2. JANE DOE, an individual; and

4. JOHN DOE, a business entity,
Defendants.

CJ-2015-01602

PETITION

Linda Morrissey

1. Plaintiffs are a residents of Creek County, Oklahoma.
2. Defendant CSAA GENERAL INSURANCE COMPANY, a/k/a and/or d/b/a AAA INSURANCE COMPANY, a/k/a and/or d/b/a AAA, a Foreign for Profit Corporation, hereinafter "AAA" or "AAA Insurance Company," is a mutual automobile insurance company licensed to do business in Tulsa County, Oklahoma.
3. On or about 05/31/13, in Tulsa County, Cody Allen Nichols, while driving a vehicle, wrecked a vehicle into Plaintiffs' vehicle.
4. Nichols was an underinsured motorist.
5. This court has jurisdiction in the above entitled cause.
6. Nichols was at all times relevant driving his vehicle while intoxicated.
7. Nichols was speeding.
8. Nichols was on his cell phone.
9. Following the wreck, Nichols was unsteady on his feet.
10. Nichols refused to take a sobriety test.
11. Nichols' vehicle improperly and directly caused this crash.
12. Plaintiffs made no improper action.
13. Plaintiff Richard Sewell was taken by ambulance from the scene of the wreck.
14. Both vehicles were towed from the scene of the wreck.
15. Directly due to the negligence of Nichols, Plaintiffs sustained injuries and damage.
16. Nichols caused over \$5,400 worth of damage to Plaintiffs' vehicle.
17. The wreck damaged Plaintiff's property and/or vehicle, causing damages including but not limited to diminished value, negligent injury to property, loss of use, etc.
18. This wreck directly caused the Plaintiffs personal injuries and property damages.
19. On or about 05/31/13, Defendant AAA had in full force and effect a policy of automobile insurance and said policy of insurance provided for uninsured/underinsured motorist coverage.
20. Plaintiffs are insured under the policy of insurance issued by the Defendant insurance company and are entitled to the benefits of the uninsured/underinsured motorist coverage provided by said policy.

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COURT CLERK

EXHIBIT

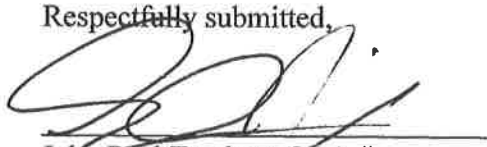
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21. On or about 05/31/13, Nichols was an underinsured motorist, so the Defendant Insurance Company should pay the uninsured/underinsured motorist coverage.
24. That on 05/31/13, in Tulsa County, Oklahoma the Plaintiffs were insured under the policy with AAA for benefits of \$50,000.00 per person, \$100,000.00 per wreck.
25. Under the terms and conditions of the contract, Defendant AAA agreed to pay an insured all damages that are legally entitled to recover as a result of a wreck with an uninsured/underinsured motorist up to the policy limits.
26. Plaintiffs have made numerous demands for payment under the contract.
27. Defendant AAA has improperly denied payment of benefits in breach of its obligation to Plaintiffs.
28. Defendant AAA has failed, refused, and/or neglected to pay the contract benefits.
29. That Defendant AAA Insurance Company's failure to honor the insurance contract has forced the Plaintiffs to institute this litigation to recover amounts due under Plaintiffs' insurance policies.
30. Defendant AAA Insurance Company has not made a good faith attempt to communicate with the Plaintiffs or their representatives.
31. Defendant AAA Insurance Company has refused and/or failed to fairly and/or reasonably evaluate the injuries sustained by the Plaintiffs.
32. Defendant AAA Insurance Company has refused and/or failed to fairly and/or reasonably investigate the injuries sustained by the Plaintiffs.
33. Defendant AAA Insurance Company has failed to make good faith offers to settle and pay Plaintiff's claims under the terms of their insurance policy.
34. By the actions/omissions of Defendant AAA, the Plaintiffs have been left with no option for remedy other than filing this lawsuit.
35. Defendant AAA Insurance Company's actions are in direct violation of 36 O.S. § 1250.5(13).
36. Defendant AAA Insurance Company's actions are in direct violation of the terms of Plaintiff's automobile insurance policy.
37. Defendant's actions are in direct violation of Oklahoma law.
38. Liability is reasonably clear in this crash.
39. Defendant AAA violated 36 O.S. § 1250.5 (4).
40. As a result of Defendant AAA Insurance Company's conduct, Plaintiffs have suffered economic distress as well as economic loss due to the loss of time, value of money and use of the money damages they is entitled to, but denied by Defendant AAA Insurance Company.
41. Defendant AAA Insurance Company's actions are in bad faith and contrary to law.

WHEREFORE, Plaintiffs pray for judgment against Defendants, in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, damages for the actions and/or omissions that AAA Insurance Company has shown for the rights of their insureds, pre-judgment interest, post-judgment interest, fees, costs, expenses and all other appropriate relief.

ATTORNEY FEE CLAIMED; JURY TRIAL DEMANDED; ATTORNEY LIEN CLAIMED;
PRE AND POST-JUDGMENT INTEREST

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John Paul Truskett', is written over a horizontal line.

John Paul Truskett, OBA # 20550

Samuel T. Perrine, OBA # 32165

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